

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION**

PHILLIP PHLEGER

CIVIL ACTION NO. 08-cv-1208

VERSUS

JUDGE HAIK

**FAIRFIELD INDUSTRIES
INCORPORATED**

MAGISTRATE JUDGE HILL

**FAIRFIELD'S SUBMISSION REGARDING
JURISDICTIONAL AMOUNT**

Pursuant to the Magistrate Judge's Order dated November 14, 2008, Fairfield submits the following information and documentation in support of its allegation that the amount in dispute in this matter exceeds the \$75,000 amount necessary to support diversity jurisdiction under 28 U.S.C. §1332:

1.

This is a case in which the plaintiff alleges that his employment with Fairfield was terminated in retaliation for threatening to report a fuel spill, in violation of the Louisiana Environmental Whistleblower Statute, La. R.S. 30:2027. Under this statute, a plaintiff may seek lost wages, lost benefits, and any physical or emotional damages resulting from his termination. Additionally, a plaintiff can seek treble damages for lost wages and lost anticipated wages for up to three years from the date of discharge. La. R.S. 30:2007(B)(2)(b).

2.

Plaintiff was initially employed by Fairfield on June 20, 2007. (Exhibit 1) His W-2 form for 2007 indicates that he earned approximately \$45,000 for the six months he worked in 2007. (Exhibit 2) Therefore, his projected annual earnings would be approximately \$90,000.

3.

Plaintiff's employment was terminated in April 2008. (Exhibit 3) According to the Scheduling Order, this case is set for trial on June 15, 2009, more than one year after his termination. Therefore, his potential claim for lost wages alone exceeds the \$75,000 jurisdictional threshold.

4.

Additionally, although plaintiff did not specify the damages he is claiming in his original petition or his initial disclosures, he recently responded to Fairfield's interrogatories and requests for production. Fairfield's request for production No. 11 asked plaintiff to "produce all documents reflecting any monetary or other damages allegedly sustained by plaintiff in connection with the claims he asserts in this matter." In response, plaintiff provided an "Estimated Income Loss" statement in which he claims that his lost wages and benefits in this case total \$336,448.83. (Exhibit 4) Thus, this case clearly meets the jurisdictional threshold for diversity jurisdiction under 28 U.S.C. §1332.

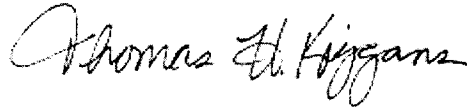
CERTIFICATE OF AGREEMENT BY PLAINTIFF

On Tuesday, November 25, 2008, the undersigned counsel for Fairfield spoke with counsel for plaintiff concerning this submission, and counsel for plaintiff agreed that the amount in controversy in this case exceeds the amount necessary for diversity jurisdiction under 28 U.S.C. §1332.

WHEREFORE, Fairfield respectfully requests that this submission be deemed sufficient for this Court to maintain jurisdiction over this matter under 28 U.S.C. §1332.

Respectfully submitted,

PHELPS DUNBAR LLP



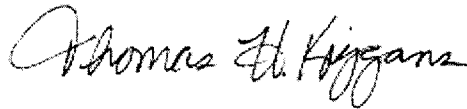
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ATTORNEYS FOR DEFENDANT
FAIRFIELD INDUSTRIES INCORPORATED

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on counsel for plaintiff on
December 1, 2008 through the court's electronic filing system.



COUNSEL FOR DEFENDANT